

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PAGE

THIS AGREEMENT is entered into 29 January, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PAGE acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State
 2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
 3. Congress has authorized appropriations for, but not limited to, the design of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings
 4. Such project within the boundary of the City has been selected by the City and has been submitted to the Federal Highway Administration ("FHWA") for approval.
 5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.
- =====

NO. 22945
Filed with the Secretary of State
Date Filed: 01/29/99

Letey Bayless
Secretary of State

By Nicky D. Graenewald

6. The work embraced by this agreement and the estimated project costs are as follows: Grading, landscaping and Lighting, Page Pedestrian Walkway

Estimated Project Cost (includes 15% CE cost)	\$547,903.00
Federal Aid Funds @ 80% (CAP)	\$442,765.00
City of Page Funds	\$105,138.00
Five percent surcharge	\$ 23,822.00
Total City of Page Funds	\$128,960.00*

* - This includes a five percent surcharge per Local Government Engineer Memo of October 1996

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State, as authorized agent for the City, with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the City and the FHWA, enter into a contract with a firm to whom the award is made for the construction of the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the City and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to incur such expenditure in excess.

2. Prior to the solicitation of bids, the City shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been or will be acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or will be removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The City shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the City shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance, nonperformance or negligent performance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by the State, the City and the FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another governmental entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Page
City Manager
PO Box 1180
Page, AZ 86040

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

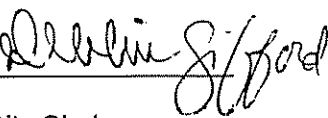
CITY OF PAGE, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
MICHAEL A. WOODS
Mayor

By 
PETER L. ENO
Contract Administrator

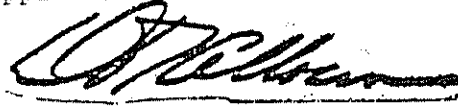
ATTEST

By 
City Clerk

RESOLUTION

BE IT RESOLVED on this 30th day of June 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Page for the purpose of defining responsibilities for the construction and maintenance of improvements to the Page Pedestrian Walkway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
OCTOBER 15, 1998**

A Regular Meeting of the Page City Council was held at 6:34 p.m. on Thursday, October 15, 1998 in the Council Chambers at City Hall in Page, Arizona. Mayor Michael Woods presided. Vice-Mayor Terry Morgan, Councilors Terri Minnich, Bob Bowling, Brad Henningsen and Pat McGuire were present. Councilor Tim McDaniels was absent. There was a moment of meditation. Councilor McGuire led the Pledge of Allegiance.

Mayor Woods called the meeting to order.

Staff members present: City Manager, Bill Robinson; City Attorney, Charles Stoddard; Assistant City Manager, Dennis Tinberg; Assistant to the City Manager, Richard Jentzsch; Finance Director, Lenore Webber; Personnel Director, Kerri Oman; Police Chief, Wayne Wright; Fire Chief, Tom Van Meenen; Public Works Superintendent, Fred Ladman; Planning and Zoning Director, Steve White; Public Works Sewer/Water, Gary Sotelo; City Clerk, Debbie Gifford and Deputy City Clerk, Julie Coutts.

PRIORITY LIST

None

MINUTES

None

CONSENT AGENDA

Employees Association Meeting-January 29, 1998
Employees Association Special Meeting-February 20, 1998
Employees Association Meeting-July 1, 1998
Page Senior Center Operating Board-August 19, 1998
Planning and Zoning Commission-September 22, 1998
Magistrate Court September Report

Claims

None

Information

Page Main Street Quarterly Report
Planning and Zoning Commission Actions of the October 6, 1998 meeting.

Motion was made by Councilor Bowling and seconded by Councilor McGuire to approve the Consent portion of the agenda.

The motion carried by a unanimous vote.

PUBLIC HEARINGS

None

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Motion carried by unanimous vote.

NEW BUSINESS

None

BID AWARDS

Engineering Services Awards 1) South Lake Powell Boulevard Drainage Study and Design; 2) Kaibab Road Extension and Elk Road Widening

Bids were received from: Arizona Engineering, MCM Engineering, Plateau Engineering and Stantech Consulting.

Motion by Henningsen and seconded by Morgan to award the bid of the South Lake Powell Boulevard Drainage Study and Design; and the Kaibab Road Extension and Elk Road Widening to MCM Engineering for the amount of \$35,600.

The motion carried by a vote of four in favor and two against (Mayor Woods, McGuire).

BUSINESS FROM THE MAYOR

Deputy City Clerk

Mayor Woods introduced the new Deputy City Clerk, Julie Coutts.

BUSINESS FROM THE MANAGER

City Council Approval of Construction Change Order to Jesoco, Inc. Contract for Construction of Effluent Pond #2 Modification (Wastewater Treatment Plant)

City Manager Bill Robinson gave an update on the Construction of Effluent Pond #2 Modification and City Attorney Stoddard gave an overview of the Change Order.

Motion by McGuire and seconded by Bowling to approve Change Order #2 in the contract between the City of Page and Jesoco, Inc. for \$691,854.40 declaring an emergency because of the potential for damage exposure and pursuant to M.A.G. specs Section 104.2.1.

The motion carried by a unanimous vote

Motion by Bowling and seconded by McGuire to call a recess at 8:12 p.m.

The meeting was reconvened at 8:17 p.m.

BUSINESS FROM THE CITY ATTORNEY

Authorization to File Declaratory Judgement Action Re: Transportation of Prisoners

Motion by Bowling and seconded by Henningsen to direct and authorize the City Attorney to file a Declaratory Judgement Action seeking opinion from the Courts in regards to transportation of the prisoners and the costs associated.

Motion carried by unanimous vote.

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Section III will then address payment for Basic Visitor Bureau services: In performance for the

Scope of Services outlined in Section II above, the City shall pay to the Visitor Bureau the sum of \$19,880.00 per year payable on an equal monthly basis of \$1,657.33 per month. Section IV will address monies already budgeted brought into a trackable category. Section VI will address the One Time Material/Equipment Costs: The City will provide a computer which provides a computer system with sufficient memory, label maker, bar code program, internal Zip drive and a program able to retrieve and produce reports. The Visitor Bureau shall maintain said computer in good working order and return the same to the City at the termination of this agreement. The computer monitor, and keyboard shall be labeled with City identification and serial number tags.

Motion by Councilor Bowling and seconded by Councilor Henningsen to amend the Interagency Agreement between the City of Page and Page Lake Powell Chamber of Commerce d.b.a. Page Lake Powell Visitor Information Bureau to provide performance and money arrangements as described above by the City Attorney.

Amendment approved with five voting in favor and one against (McGuire).

The amended motion carried by five ayes to one nay (McGuire).

BUSINESS FROM THE COUNCIL

Appointment of Assistant Magistrate Position

Motion by Morgan and seconded by Bowling to appoint George Ross to the position of Assistant City Magistrate for a two year term ending June 30, 2000.

The motion carried by unanimous vote.

Motion by Bowling and seconded by Henningsen to appoint Dale Gifford to the position of Assistant City Magistrate for a two year term ending June 30, 2000.

The motion carried by unanimous vote.

BOARDS & COMMISSIONS

Lake Powell Concert Association Request

Motion by Henningsen and seconded by McGuire to remove from the table the Lake Powell Concert Association Request.

The motion carried by unanimous vote.

Motion by Henningsen and seconded by Bowling to release funding in the amount of \$5,000.00 to the Concert Association.

The motion carried by unanimous vote.

Major Subdivision: Lots 9, 10, 11, 12, 13 and 14, Block 500

Motion by Henningsen and seconded by Minnich to approve the re-plat of Lots 9, 10 and 11, Block 500 into Lots 9, 10, 11, 12, 13 and 14, Block 500.

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It meets the present and future needs of the library, includes specifications, is the least expensive, and is the second generation of the current system being used. This makes the transition from the current system to Library Solution much smoother and cheaper in the amount of \$42,640.00.

The motion carried by unanimous vote.

CLAIMS


None.

ADJOURN

Motion by Henningsen and seconded by McGuire to adjourn at p.m. 9:50 p.m.

The motion carried by unanimous vote.

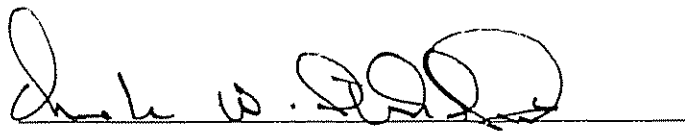

Debbie Gifford, CMC/AAE
City Clerk


Michael A. Woods,
Mayor

APPROVAL OF THE PAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14 day of August, 1998.

A handwritten signature in dark ink, appearing to read "Dale W. [unclear]", is written over a horizontal line.

City Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680
Direct: (602) 542-8837
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TELECOPIER : 542-4085

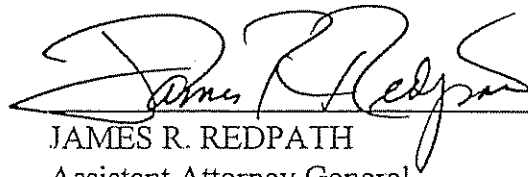
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-1496TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 21, 1999.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/18462

Enc.